INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND & NO/100 ($1000.00)------ DOLLARS of which ONE HUNDRED & FIFTY ($150.00)- - - - - - - - DOLLARS has been paid in cash by HENRY POTTER AND WIFE, MATTIE POTTER, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED, FIFTY ($850.00) ------ DOLLARS the said HENRY POTTER AND WIFE, MATTIE POTTER ha VE EXECUTED THEIR PROMISSORY NOTE IN THE SUM OF $300.00 PAYABLE TO ORDER OF DAISY D. HENDERSON THREE YEARS FROM DATE WITH INTEREST AT 6% PAYABLE SEMI-ANNUALLY, AND FOR THE BALANCE OF THE CONSIDERATION THE SAID HENRY POTTER AND WIFE, MATTIE POTTER HAVE EXECUTED THEIR 36 JOINT PROMISSORY NOTES IN THE SUM OF $15.00 EACH PAYABLE TO THE ORDER OF DAISY D. HENDERSON, AND ONE NOTE FOR $10.00, SAID NOTES ARE PAYABLE MONTHLY, AND DO NOT BEAR INTEREST UNTIL AFTER MATURITY AS THE INTEREST HAS BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE, MAKING THE FIRST NOTE $17.75, AND EACH SUCCEEDING NOTE FOR AN AMOUNT 7½ CENTS LESS THAN THE PRECEEDING ONE. THE 1ST NOTE DUE SEPT 1, 1923, OTHERS MONTHLY THEREAFTER

AND PROVIDING

for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. WE, P.H. HENDERSON, TRUSTEE, AND DAISY D. HENDERSON have this day bargained and sold, and do hereby transfer and convey unto the said HENRY POTTER AND WIFE, MATTIE POTTER, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF LOTS NOS. 381, AND 382 IN THE ADDITION TO THE TOWN OF MCGAVOCK, THE PLAN OF WHICH IS OF RECORD IN PLAN BOOK NO. 21 PAGE 41 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT C. KITTLE'S SOUTHEAST CORNER ON THE NORTHERLY MARGIN OF UNDERWOOD ST., AND RUNNING THENCE WITH SAID KITTLE'S EASTERLY LINE AND PARALLEL WITH JAMES ST. NORTHERLY 117 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF A TEN FOOT ALLEY, THENCE WITH SOUTH MARGIN, EASTERLY 40 FEET TO H.J. GRIMES, NORTHWEST CORNER; THENCE WITH GRIMES, WESTERLY LINE PARALLEL WITH SAID JAMES STREET, SOUTHERLY 128 FEET AND 10 INCHES, MORE OR LESS, TO THE NORTHERLY MARGIN OF UNDERWOOD STREET; THENCE WITH THE NORTHERLY MARGIN OF UNDERWOOD STREET, WESTERLY 41 FEET AND 10 INCHES TO THE BEGINNING, AND BEING THE SAME PROPERTY WHICH WAS CONVEYED TO P.H. HENDERSON, TRUSTEE, BY DEED OF THE STATE BANK & TRUST CO. AS RECORDED IN BOOK NO. 509, PAGE 546 OF THE REGISTER'S OFFICE OF SAID COUNTY.

STATE OF FLORICA.
HILLSBOROUGH COUNTY.

I, W.R. WATKINS, CLERK OF THE CIRCUIT COURT IN AND FOR SAID COUNTY, WHICH IS A COURT OF RECORD, HAVING A SEAL, DO HEREBY CERTIFY THAT BONNIE E. ALMAN BY AND BEFORE WHOM THE FOREGOING ACKNOWLEDGMENT WAS TAKEN WAS AT THE TIME OF TAKING THE SAME, A NOTARY PUBLIC RESIDING IN SAID COUNTY, AND WAS AUTHORIZED BY THE LAWS OF SAID STATE TO TAKE AND CERTIFY ACKNOWLEDGMENTS OR PROOFS OF DEEDS OF LAND IN SAID STATE, AND FURTHER THAT I AM WELL ACQUAINTED WITH THE HANDWRITING OF SAID BONNIE E. ALMAN AND THAT I VERILY BELIEVE THAT THE SIGNATURE TO SAID CERTIFYCATE OF ACKNOWLEDGMENT IS GENUINE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE SAID COURT THIS 17TH DAY OF JULY 1923.

(SEAL) W.R. WATKINS, CLERK CIRCUIT COURT.

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said HENRY POTTER AND WIFE, MATTIE POTTER, THEIR heirs and assigns forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, has good right to convey it, and that the same is unincumbered. EXCEPT TAXES FOR 1925 WHICH THE PURCHASER ASSUME AND AGREE TO PAY.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said HENRY POTTER AND WIFE, MATTIE POTTER THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary Court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid, WE, the said HENRY POTTER AND WIFE, MATTIE POTTER do hereby transfer and convey unto JOHN E. SHELTON, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said HENRY POTTER AND WIFE, MATTIE POTTER, do hereby agree to insure all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 300.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due, and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured thereon, the same to bear interest from the date of such payment.

Now, if WE, the said HENRY POTTER AND WIFE, MATTIE POTTER, shall pay the notes aforesaid when due, according to their terms and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes of part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided, also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien, also the expenses of any such litigation.

2d. To the payment of all taxes which may be unpaid on said premises,

3d. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized

4th. The residue, if any, will be paid to HENRY POTTER AND WIFE, MATTIE POTTER, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's office for Davidson County, Tennessee, and the title herein conveyed to JOHN E. SHELTON, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

In Witness Whereof, We, the said P.H. HENDERSON, TRUSTEE, AND DAISY D. HENDERSON and HENRY POTTER AND WIFE, MATTIE POTTER, hereunto set our hands at ---, Tennessee, this the 1ST day of MARCH, 1924.

P.H. HENDERSON
DAISY D. HENDERSON
HENRY POTTER MATTIE POTTER

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, JOHN E. SHELTON, a Notary Public in and for said County and State, the within named DAISY D. HENDERSON, AN UNMARRIED WOMAN, HENRY POTTER AND WIFE, MATTIE POTTER the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MATTIE POTTER WIFE OF HENRY POTTER. the said

having appeared before me privately and apart from HER husband, the said MATTIE POTTER, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, TENN, Tennessee, this 12TH day of NOV. 1923

My commission expires on the --- day of ---, 192- (SEAL) JOHN E. SHELTON, Notary Public.

FLORIDA HILLSBOROUGH

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, BONNIE E. ALMAN, a Notary Public in and for said County and State, the within named P.H. HENDERSON, TRUSTEE,

the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

XXXXXX

Witness my hand and official seal at TAMPA, FLA. FLORIDA, this 8TH day of JUNE, 1923.

My commission expires on the 14 day of JUNE, 1926 (SEAL) BONNIE E. ALMAN, Notary Public.

NOTARY PUBLIC FOR THE STATE OF FLORIDA AT LARGE.

U.S.R.S. $1;00

REC'D NOV 24, 1923 AT 10:01 A.M.